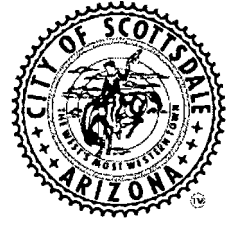


# CITY COUNCIL REPORT



Meeting Date: October 17, 2017  
General Plan Element: ***Public Services & Facilities***  
General Plan Goal: ***Meet or surpass water quality standards***

## **ACTION**

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Contract modification to an Engineering On-call Services Contract. Adopt Resolution No. 10904 authorizing modification to Engineering Services Contract 2016-142-COS-A1 with Hazen and Sawyer, P.C. to provide process control related professional services for water and water reclamation treatment facilities. The modification will correct the omission of the word "annually" for this professional services contract which was structured to be a multi-year On-call agreement.

## **BACKGROUND**

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Contract number 2016-142-COS was awarded to Hazen and Sawyer, P.C. on September 20, 2016 to provide process control professional services for water and water reclamation treatment facilities. Under Article 4.1, Fee Schedule, the contract states that "the amount paid to engineer under this contract shall not exceed \$150,000".

Since the intent of this contract was to provide multi-year on-call services, Scottsdale Water is requesting that the Article language be amended to "The amount paid to Engineer under this Contract shall not exceed \$150,000 **annually**". The omission of the word "annually" was an administrative oversight that needs to be corrected to allow the contract to function as intended.

All provisions of the original contract not modified above shall remain unchanged and in full force and effect.

## **ANALYSIS & ASSESSMENT**

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### **Recent Staff Action**

None

## **RESOURCE IMPACTS**

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### **Available funding**

Funding for this contract is furnished from collected water and sewer rates.

**Staffing, Workload Impact**

Existing Water Resources staff is available to administer this contract.

**Maintenance Requirements**

No maintenance will be required in association with this contract award.

**Future Budget Implications**

None

**OPTIONS & STAFF RECOMMENDATION**

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**Recommended Approach**

Adopt Resolution No. 10904 authorizing modification to the Engineering Services Contract 2016-142-COS with Hazen and Sawyer in an amount not to exceed \$150,000 annually.

**RESPONSIBLE DEPARTMENT(S)**

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Water Resources Division

**STAFF CONTACTS (S)**

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Binga Talabi, Water Resources Division  
(480) 312-8715, [btalabi@ScottsdaleAZ.gov](mailto:btalabi@ScottsdaleAZ.gov)

**APPROVED BY**

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Brian Biesemeyer, Water Resources Director

(480) 312-5683, [bbiesemeyer@ScottsdaleAZ.gov](mailto:bbiesemeyer@ScottsdaleAZ.gov)

Date

10/2/17



Jim Thompson, City Manager

(480) 312-2811, [jthompson@ScottsdaleAZ.gov](mailto:jthompson@ScottsdaleAZ.gov)

Date

9/28/17

**ATTACHMENTS**

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- |              |   |
|--------------|---|
| Attachment 1 | Resolution No. 10904  |
| Attachment 2 | Contract Modification to Engineering Services (Contract No. 2016-142-COS-A1, Hazen and Sawyer). |
| Attachment 3 | Copy of the signed original contract (2016-142-COS)   |

RESOLUTION NO. 10904

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO. 2016-142-COS-A1, AN AMENDMENT TO THE CITY'S ENGINEERING SERVICES CONTRACT WITH HAZEN AND SAWYER, P.C. FOR PROCESS CONTROL RELATED PROFESSIONAL SERVICES FOR WATER AND WATER RECLAMATION FACILITIES.

WHEREAS, the City currently has a contract with Hazen and Sawyer, P.C. to perform process control related professional services for water and water reclamation facilities; and

WHEREAS, the City and Hazen and Sawyer, P.C. desire to amend the contract to specify that the amount paid under the contract will not exceed \$150,000 annually.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The Mayor is hereby authorized and directed to execute Engineering Services Contract No. 2016-142-COS-A1 with Hazen and Sawyer, P.C.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2017.


CITY OF SCOTTSDALE, an Arizona  
municipal corporation

ATTEST:

\_\_\_\_\_  
Carolyn Jagger, City Clerk

\_\_\_\_\_  
W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bruce Washburn, City Attorney  
By: William Hylen  
Senior Assistant City Attorney

**CITY OF SCOTTSDALE  
MODIFICATION TO ENGINEERING SERVICES CONTRACT**

THIS CONTRACT MODIFICATION for 2016-142-COS for On-Call Engineering Services, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Scottsdale, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Hazen and Sawyer, P.C. a Corporation of the State of New York, hereinafter referred to as "Engineer", amends the Contract dated September 20, 2016, between City and Contractor.

RECITALS

A. The City and Engineer entered into an engineering services contract (the "Contract"), City Contract No. 2016-142-COS, dated September 20, 2016.

B. The City and Engineer desire to modify Contract Section 4.1, Fee Schedule.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

Section 4.1, *FEE SCHEDULE*, is amended to read as follows:

The amount paid to Engineer under this Contract shall not exceed \$150,000 annually.

The Engineer shall be paid at the hourly rates shown in Exhibit B.

All provisions of the original contract not modified above shall remain unchanged and in full force and effect.

Executed as of the date given above.

CONTRACTOR:

By: Curtis D. Courter  
Curtis D Courter, Hazen and Sawyer  
Title: Associate Vice President

CITY OF SCOTTSDALE, an Arizona  
municipal corporation

ATTEST:

\_\_\_\_\_  
Carolyn Jagger, City Clerk

\_\_\_\_\_  
W.J. "Jim" Lane, Mayor

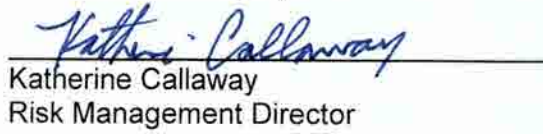
APPROVED AS TO FORM:

W. H. C.  
Bruce Washburn, City Attorney  
By: William Hylan  
Senior Assistant City Attorney



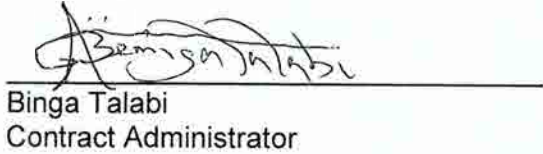
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James Flanagan  
Purchasing Director



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Katherine Callaway  
Risk Management Director



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Binga Talabi  
Contract Administrator



**CITY OF SCOTTSDALE  
ENGINEERING SERVICES CONTRACT**

THIS CONTRACT made and entered into this 20<sup>th</sup> day of September, 2016, by and between the CITY OF SCOTTSDALE, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Hazen and Sawyer, P.C. a Corporation of the State of New York, hereinafter referred to as "Engineer".

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, Engineer is qualified to render the services desired by City;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

- 1.0 COMMENTS/SPECIAL INSTRUCTION:** Engineer's services are provided pursuant to State of Arizona Annual Request for Qualifications #ADSP016-00005912 (Referenced online at <https://spo.az.gov/procurement-services/professional-services>).

Unless otherwise stated herein, the City and Engineer agree that their respective duties and obligations shall be as set forth within the State's Annual Request for Qualifications, and "State" shall also refer to and mean the City of Scottsdale with all such provisions accruing to City of Scottsdale.

- 2.0** To the extent any terms and conditions set forth in State of Arizona's Annual Statement of Qualifications # ADSP016-00005912 are inconsistent with this Contract, the terms of this Contract shall prevail. The parties hereby agree that all remaining provisions of the State Contract not set forth as part of this Contract shall be of no effect.

**3.0 SCOPE OF SERVICES**

Engineer shall act under the authority and approval of the Contract Administrator to provide the engineering services required by this Contract.

The City wishes to assign Engineer the tasks specified in the attached Exhibit A, Project Scope of Work, which is hereby incorporated by reference and made a part of this Contract.

The Engineer shall obtain all necessary information for the timely completion of the tasks specified in Exhibit A, Project Scope of Work.

**4.0 FEES AND PAYMENTS**

**4.1 FEE SCHEDULE**

The amount paid to Engineer under this Contract shall not exceed \$150,000.

The Engineer will be paid at the hourly rates shown in Exhibit B.

#### **4.2 PAYMENT APPROVAL**

The time spent for each task shall be recorded and submitted to the Contract Administrator. Engineer shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and makes such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Engineer on the basis of a progress report prepared and submitted by the Engineer for work completed through the last day of the preceding calendar month. Each task shall be subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator shall prepare a partial payment request document for the Engineer's acceptance. However, not more than 90% of the total contract price shall be paid before City's final acceptance of all completed work.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Engineer on a monthly basis.

All charges must be approved by the Contract Administrator prior to payment.

#### **4.3 PRICE ADJUSTMENT**

Price increases may only be requested by the Engineer, 30 days before the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

A requested price increase will become effective only after approval by the Contract Administrator and the Purchasing Director. Once approved the price increase will be adjusted into a new base price for the remainder of the contract period. Any future requested price increases to the base price will only be reviewed at annual renewal time and require the approval of the Contract Administrator and Purchasing Director.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate will be based upon mutual consent of the Engineer and the Contract Administrator; however, the Contract Administrator will evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed the percent in the U.S. City Average "Consumer Price Index" (C.P.I.) All Items, 1982-84=100 for All Urban Consumers for the Percentage Change from the previous twelve (12) months, as published by the U. S. Department of Labor Bureau of Labor Statistics.

#### **5.0 GENERAL TERMS AND CONDITIONS**

##### **5.1 CONTRACT ADMINISTRATOR**

The Contract Administrator for the City shall be Binga Talabi, or designee. The Contract Administrator shall oversee the performance of this Contract, assist the Engineer in



accessing the organization, audit billings, and approve payments. The Engineer shall submit all reports and special requests through the Contract Administrator.

## 5.2 TERM OF CONTRACT

The Term of the Contract is for two (2) years with the option to extend for up to three (3) additional one (1) year periods.

If any tasks remain incomplete after the completion time period, the Contract Administrator must give written approval to continue the Contract.

This Contract shall be in full force and effect when it has been approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor as attested by the City Clerk thereof.

The City and Contractor may mutually agree to extend this Contract for up to three (3) additional one (1) year periods upon recommendation of the Contract Administrator and the concurrence of the Purchasing Director without returning to Council. The maximum aggregate term including all extension shall not exceed five (5) years.

## 5.3 TERMINATION OF CONTRACT

The City has the right to terminate this Contract or abandon any portion of the project for which services have not been performed by the Engineer.

**Termination for Convenience:** City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Engineer shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Engineer shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Engineer and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator shall determine the percentage of completion of each task detailed in the Scope of Work and the Engineer's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Engineer has delivered the last of the partially completed items. Engineer shall not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by Engineer's suppliers or Subcontractors, which Engineer could reasonably have avoided.

**Termination for Cause:** City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Engineer, or if the Engineer fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Engineer for any amount, and Engineer shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event Engineer is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the

Engineer.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Engineer in writing, and immediately upon receiving such notice, the Engineer shall discontinue advancing the work under this Contract and proceed to close said operations.

Upon such termination or abandonment, the Engineer shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data shall be the City's sole responsibility.

The Engineer shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Engineer shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Engineer for the purpose of setoff until such time as the exact amount of damages due the City from the Engineer is determined by a court of competent jurisdiction.

#### 5.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Engineer at least thirty (30) days prior to the end of its current fiscal period and will pay to the Engineer all approved charges incurred through the end of such period.

#### 5.5 AUDIT

The City may audit all of the Engineer's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Engineer's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Engineer or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Engineer's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Engineer shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Engineer and payee. Such requirements will also apply to any and all Subcontractors.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Engineer to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Engineer. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Engineer's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Engineer.

#### **5.6 OWNERSHIP OF PROJECT DOCUMENTS**

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Engineer.

When the work detail covers only the preparation of preliminary reports or plans, there shall be no limitations upon the City as to subsequent use of the plans or ideas incorporated therein, for the preparation of final construction plans. The City does agree to release the Engineer from any liability related to the preparation of final construction plans by others.

#### **5.7 COMPLETENESS AND ACCURACY**

The Engineer shall be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the Engineering errors shall be chargeable to the Engineer. Additional construction added to the project shall not be considered the responsibility of the Engineer unless the need for same was created by any error, omission, or negligent act of the Engineer. The fact that the City has accepted or approved the Engineer's work shall in no way relieve the Engineer of any of its responsibilities.

#### **5.8 ATTORNEY'S FEES**

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

#### **5.9 SUCCESSORS AND ASSIGNS**

This Contract shall extend to and be binding upon the Engineer, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Engineer shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Engineer shall sell its assets.

#### **5.10 ASSIGNMENT**

Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Contract Administrator.

**5.11 SUBCONTRACTORS**

During the performance of the Contract, the Engineer may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Engineer.

**5.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES**

The total Scope of Engineering Services to be performed in accordance with this Contract is set forth herein, and, if the Engineer is asked to perform services which are not included in this Contract, they will be considered additional services. The Engineer shall not perform these services without written authorization in the form of an approved Change Order from the City. In the event the Engineer performs the additional services without written authorization (Change Order) from the City to perform same, it shall be assumed that the additional services were included in the original Scope of Services and the fees set forth herein, and therefore, the Engineer shall not be permitted to request nor receive any additional compensation for those additional services.

**5.13 MODIFICATIONS**

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

**5.14 CONFLICT OF INTEREST**

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for Engineer any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to annul this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

The Engineer shall reveal fully in writing any financial or compensatory agreement which it has with a prospective Engineer prior to the City's publication of documents for bidding.

**5.15 FORCE MAJEURE**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

**5.16 TAXES**

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

**5.17 ADVERTISING**

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

**5.18 COUNTERPARTS**

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

**5.19 ENTIRE AGREEMENT**

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

**5.20 ARIZONA LAW**

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

**5.21 EQUAL EMPLOYMENT OPPORTUNITY**

The Engineer shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

**5.22 EVALUATION OF ENGINEER'S PERFORMANCE**

The Engineer will be evaluated regarding its performance of this Contract. This evaluation shall include, but not be limited to, the following consideration for:



Completeness  
Accuracy  
Utility Coordination  
Technical Expertise  
Organization  
Appearance of plans (linework, lettering, etc.)  
Working relationship with City staff and others  
Availability  
Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

#### 5.23 *NOTICES*

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

On behalf of the Engineer:

Hazen and Sawyer  
Contact: Curtis D Courter  
1400 E. Southern Avenue, Suite 340  
Tempe, AZ 85282  
(480) 436-7959

On behalf of the City:

City of Scottsdale  
Omogbemiga (Binga) Talabi  
Water Resources - Water & Water Reclamation Treatment  
8787 E. Hualapai Drive  
Scottsdale, AZ 85255  
(480) 312-8715

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

#### 5.24 *INDEPENDENT CONTRACTOR*

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information

on estimated tax requirements.

**5.25 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM**

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at [www.irs.gov](http://www.irs.gov) under their forms section.

**5.26 INELIGIBLE BIDDER**

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

**5.27 IMMIGRATION LAW COMPLIANCE**

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

**5.28 LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS**

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

PERSONS is defined as all NATURAL PERSONS / INDIVIDUALS / SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations Limited Partnerships or General Partnerships)*

By submitting your quote, bid, proposal and/or indicating your desire to enter in a contract with the City you are agreeing that if you are selected as the awardee and meet

the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Drivers License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion prior to issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the Purchasing Department at (480) 312-5700 or the Purchasing web site at <http://www.scottsdaleaz.gov/Purchasing> on the lower right side of the page under Forms.

#### **5.29 NO PREFERENTIAL TREATMENT OR DISCRIMINATION**

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

#### **5.30 INDEMNIFICATION/INSURANCE**

The indemnification and insurance language and provisions of this Contract shall be the same as set forth in the public entity contract under which this contract is awarded (State of Arizona Annual Request for Qualifications # ADSP016-00005912.) and all such provisions shall accrue to the City of Scottsdale. A certificate of insurance with the appropriate coverages shall be provided by Contractor on a standard industry ACORD™ form.

##### **5.30.1 Claims Made**

In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

#### **6.0 SEVERABILITY AND AUTHORITY**

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

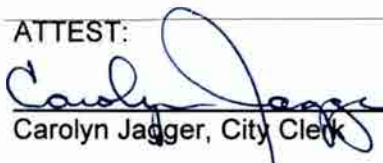
Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

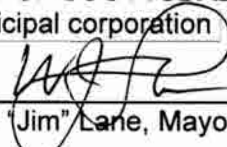
6.3 Engineer certifies that it is not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto subscribed their names this 22<sup>nd</sup> day of September, 2016.

CITY OF SCOTTSDALE, an Arizona  
municipal corporation

ATTEST:

  
Carolyn Jagger, City Clerk

  
W.J. "Jim" Lane, Mayor

ENGINEER:

  
Signature


Kevin L. Alexander  
Name

Vice President  
Title

  
Signature

Curtis D. Courter  
Name

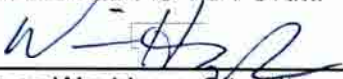
Senior Associate  
Title

  
James Flanagan, Purchasing Director

  
Katherine Callaway, Risk Management Director

  
Contract Administrator

APPROVED AS TO FORM:

  
Bruce Washburn, City Attorney  
By: William Hylen  
Senior Assistant City Attorney

*EXHIBIT A*

*SCOPE OF SERVICES*

The scope of service covered by this solicitation shall include, but not be limited to the performance of the following services related to the City's membrane facilities:

- Technical Assistance for Water and Wastewater Treatment System Operations
  - Provide technical assistance to the operating staff regarding operation and maintenance of the treatment plant. These activities shall include, but are not limited to:
    - Identifying deviations from expected filtration system performance and related root cause.
    - Perform investigations as to the cause of system or filter deterioration and make recommendations for corrective action.
    - Provide technical guidance to operating staff and treatment management regarding general water and wastewater treatment technology issues or specific operating conditions.
    - Develop new operating and maintenance procedures as new conditions arise including projections of expected filters life, operating costs, changes in water quality etc.
    - Advise the City on filter replacement options and coordinate with filter manufacturers on membrane diagnostic tests, autopsies etc.
    - Provide operating staff guidance on filter cleaning procedures and possible improvements to filters cleaning.
    - Provide research project assistant on as needed basis
- Operating Staff and Management Training
  - Provide on-site training of operating staff and management as required. The training will be designed to provide introductory instruction for new personnel as well as continuing instruction for experienced personnel and will be tailored specifically for the City's treatment systems. Training topics may include, but are not limited to:
    - Principles of membrane technology
    - Aeration process
    - Arsenic removal process and system maintenance including membrane cleaning, performance monitoring, data normalization, system control, water chemistry, regulations and safety.
- Filtration System Specifications. Bid Documents, Warranty Claims
  - Prepare technical specification documents for procurement of replacement filters.
  - Provide recommendations on treatment selection.
  - Assist the City with warranty claims (if required) against filters manufacturers.
  - Assist City with development of bid documents for competitive procurement of filtration systems and other components as required.



## EXHIBIT B

# Hazen

*Hourly Rate Schedule*

The table below provides ranges for hourly rates for relevant **ENGINEER** job classifications. Labor hour budgets by classification for tasks requested by the **OWNER** will be negotiated based on the needs of the particular assignment and time expended will be billed by job classification using the rates below on a monthly basis.

| <u>Job Classification</u>         | <u>Burdened Labor Rates</u> |
|-----------------------------------|-----------------------------|
| Vice President                    | \$ 255.00                   |
| Associate Vice President          | \$ 225.00                   |
| Senior Associate — Technical Lead | \$ 225.00                   |
| Senior Associate                  | \$ 210.00                   |
| Associate                         | \$ 180.00                   |
| Senior Principal Engineer         | \$ 165.00                   |
| Senior Principal Scientist        | \$ 110.00                   |
| Senior Principal Architect        | \$ 125.00                   |
| Principal Engineer                | \$ 135.00                   |
| Engineer                          | \$ 120.00                   |
| Assistant Engineer                | \$ 95.00                    |
| Scientist/MIS Specialist          | \$ 90.00                    |
| Senior Field Coordinator          | \$ 130.00                   |
| Principal Designer                | \$ 125.00                   |
| Field Coordinator                 | \$ 110.00                   |
| Senior Designer/Technician        | \$ 115.00                   |
| Senior Field Inspector            | \$ 100.00                   |
| Field Inspector                   | \$ 95.00                    |
| Designer/Technician               | \$ 90.00                    |
| Drafter                           | \$ 85.00                    |
| Administrative Assistant          | \$ 90.00                    |
| Technician                        | \$ 70.00                    |

The above rates will be escalated to adjust for cost of living adjustments year over year on the anniversary date of the Professional Services Agreement. Direct expenses will be passed through at cost.

Job 110

RESOLUTION NO. 10542

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING ENGINEERING SERVICES CONTRACT NO. 2016-142-COS WITH HAZEN AND SAWYER, P.C. FOR PROCESS CONTROL RELATED PROFESSIONAL SERVICES FOR WATER AND WATER RECLAMATION FACILITIES.

WHEREAS, the City desires professional services to perform process control related professional services for water and water reclamation facilities; and


WHEREAS, Hazen and Sawyer, P.C. is qualified to provide the above-referenced services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

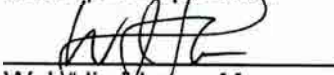
Section 1. The Mayor is hereby authorized and directed to execute Engineering Services Contract No. 2016-142-COS with Hazen and Sawyer, P.C.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 20<sup>th</sup> day of September, 2016.

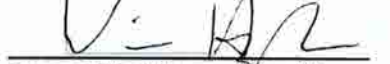
ATTEST:

  
Carolyn Jagger, City Clerk

CITY OF SCOTTSDALE, an Arizona  
municipal corporation

  
W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:

  
Bruce Washburn, City Attorney  
By: William Hylen  
Senior Assistant City Attorney